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Nevada Bar No. 405
SCOTT D. FLEMING, ESQ.
Nevada Bar No. 5638
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Las Vegas, Nevada 89169
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sfleming@armstrongteasdale.com

Counsel for Plaintiff, Electro Rent Corporation

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ELECTRO RENT CORPORATION,

Plaintiff,

v.

VITO LONGO,

Defendant.

CASE #: 2:11-cv-01817-RFB-NJK

**APPLICATION FOR ENTRY OF
JUDGMENT AGAINST LONGO
PROPERTIES, LLC FOR FAILURE TO
RESPOND TO WRIT OF
GARNISHMENT**

Electro Rent Corporation ("Electro Rent") respectfully requests entry of Judgment against Longo Properties, LLC ("Longo Properties") for failure to respond to a properly served Writ of Garnishment. As discussed below, Electro Rent is informed and believes that the Longo Properties is a limited liability company owned, in whole or in part, by the Judgment Debtor in this matter, Vito Longo ("Longo"). A proposed *Judgment Against Longo Properties, LLC* is attached as **Exhibit A**.

...

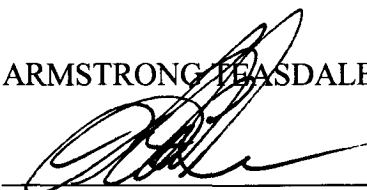
...

...

1 This application (the "Application") is based upon the attached memorandum of points and
2 authorities and is supported by the *Declaration of Scott D. Fleming, Esq. In Support of Application*
3 *for Entry of Judgment Against Longo Properties, LLC for Failure to Respond to Writ of*
4 *Garnishment* (the "Fleming Declaration").

5 Dated this 27th day of January, 2015.

ARMSTRONG DEASDALE LLP

6
7 
8 JAMES PATRICK SHEA, ESQ.
9 Nevada Bar No. 405
10 SCOTT D. FLEMING, ESQ.
11 Nevada Bar No. 5638
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Las Vegas, Nevada 89169

Counsel for Plaintiff, Electro Rent Corporation

13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **STATEMENT OF RELEVANT FACTS**

15 **A. Electro Rent's Judgment against Vito Longo**

16 1. Electro Rent commenced this action against Longo on November 8, 2011 by filing its
17 Complaint. *See* [Docket #1]. *See also* Fleming Declaration at p. 2, ¶ 4.

18 2. Longo failed to respond to the Complaint, and on January 3, 2012, this Court entered
19 a *Default Judgment* [Docket #12] (the "Judgment") against him. For the convenience of the Court, a
20 true and correct copy of the Judgment is attached as **Exhibit B**. *See* Fleming Declaration at p. 2, ¶ 5.

21 3. On January 19, 2012, following a motion by Electro Rent, this Court entered an
22 *Order Awarding Attorney's Fees and Costs* [Docket #19] awarding Electro Rent attorneys' fees of
23 \$5,352.50 and costs of \$2,615.50. For the convenience of the Court, a true and correct copy of the
24 Order is attached as **Exhibit C**. *See* Fleming Declaration at p. 2, ¶ 6.

25 4. On January 19, 2012, the Clerk of Court entered a *Judgment on Attorney Fees in*
26 *favor of Plaintiff Electro Rent Corporation and Against Defendant Vito Longo* [Docket #20]. *See*
27 Fleming Declaration at p. 2, ¶ 7.

28 ...

5. As of this date, Electro Rent has not recovered any amounts due under the Judgment. See Fleming Declaration at p. 2, ¶ 8.

B. Electro Rent's Writ of Garnishment to Longo Properties

6. On December 16, 2014, the Clerk of Court issued a *Writ of Garnishment* [Docket #36] directed to Longo Properties. For the convenience of the Court, a true and correct copy of the writ is attached as **Exhibit D**. See Fleming Declaration at p. 2, ¶ 9.

7. The Writ of Garnishment was personally served upon Longo as the manager of Longo Properties on December 30, 2014 by the Clark County Constable. A true and correct copy of an Affidavit of Service is attached as **Exhibit E**. See Fleming Declaration at p. 2, ¶ 10.

8. The Writ of Garnishment was accompanied by the required fee of \$5.00. A true and correct copy of the check made payable to Longo Properties is attached as **Exhibit F**. See Fleming Declaration at p. 2, ¶ 11.

9. The *Writ of Garnishment* [Docket #36] commanded Longo Properties to respond to interrogatories within 20 days following service and warned: "In case of your failure to answer the interrogatories within 20 days, a Judgment by Default in the amount due the Plaintiff may be entered against you." See Exhibit E at p. 2, ll. 2-3.

10. Based on the date of service, Longo Properties was required to respond to the Writ of Garnishment on or before January 20, 2015. As of this date, however, no response has been received by counsel for Electro Rent. See Fleming Declaration at p. 3, ¶ 13.

11. Electro Rent is informed and believes that Longo Properties is an entity owned, in whole or in part, by Defendant Longo. The basis for that belief is an online record maintained by the Nevada Secretary of State naming Longo, and no other persons, as a member of that company. A true and correct copy of the Secretary of State's web page is attached as **Exhibit F**. See Fleming Declaration at p. 3, ¶ 14.

LEGAL AUTHORITIES

A. Execution Pursuant to Fed. R. Civ. P. 69(a)(1)

Fed. R. Civ. P. 69(a)(1) governs execution upon a judgment and provides that the law of the State in which the Court is located shall govern proceedings supplementary to execution:

Rule 69. Execution

(a) IN GENERAL.

(1) Money Judgment; Applicable Procedure. A money judgment is enforced by a writ of execution, unless the court directs otherwise. The procedure on execution—and in proceedings supplementary to and in aid of judgment or execution—must accord with the procedure of the state where the court is located, but a federal statute governs to the extent it applies.

...

Procedures supplementary to and in aid of execution include garnishments. *See Office Depot Inc. v. Zuccarini*, 596 F.3d 696, 699 (9th Cir. 2010) (noting that State law has been applied under Fed. R. Civ. P. 69(a) to garnishment when such action is undertaken in aid of executing on a judgment) (*citing In re Merrill Lynch Relocation Mgmt., Inc.*, 812 F.2d 1116, 1120 (9th Cir.1987) [additional citations omitted]).

B. Garnishment Under Nevada Law**1. Service of a Writ of Garnishment**

NRS 31.270 mandates the process by which a writ of garnishment must be served:

NRS 31.270 Service of writ; tender of garnishee's fees.

1. The writ of garnishment shall be served by the sheriff of the county where the garnishee defendant is found, unless the court directs otherwise, in the same manner as provided by rule of court or law of this state for the service of a summons in a civil action.

2. At the time of the service of the writ of garnishment, the garnishee shall be paid or tendered by the plaintiff in the action or the officer serving the writ a fee of \$5, and unless such sum is paid or tendered to the garnishee defendant or the person upon whom service is made for the garnishee defendant, service shall be deemed incomplete.

In this case, as discussed above, the \$5.00 fee was tendered, and the Writ of Garnishment was served by the Las Vegas Constable.¹ *See* Exhibit D. Service was accomplished by delivering a copy of the writ personally to Longo, the manager of Longo Properties. Such service is in keeping with the manner for service prescribed by Nev. R. Civ. P. 4(a)(1):

¹ NRS 31.270(1) refers to service by the "sheriff of the county where the garnishee defendant is found." In this instance, service was accomplished by the Las Vegas Constable's office. Nevada law provides that the Sheriff may authorize a constable to execute writs. NRS 248.100(2) states: "The sheriff may authorize the constable of the appropriate township to receive and execute the process, writs or warrants of courts of justice, judicial officers and coroners."

1 RULE 4. PROCESS

2 ...
 3 (d) Summons: Personal Service. The summons and complaint
 4 shall be served together. The plaintiff shall furnish the person
 5 making service with such copies as are necessary. Service shall be
 6 made by delivering a copy of the summons attached to a copy of
 7 the complaint as follows:

8 (1) Service Upon Nevada Corporation. If the suit is
 9 against an entity or association formed under the laws of this state
 10 or registered to do business in this state, to the registered agent
 11 thereof or, if the entity or association is . . . (iv) a member-
 12 managed limited-liability company, to any member thereof; (v) a
 13 manager-managed limited-liability company, to any manager
 14 thereof . . .

15 Electro Rent respectfully submits that the Writ of Garnishment was served in accordance
 16 with Nevada law. As set forth above, no response to the writ has been made by Longo Properties.
 17 See Fleming Declaration at p. 3, ¶ 15.

18 **2. Judgment Against Garnishee**

19 Nevada law provides that where a garnishee fails to offer a timely response to a writ of
 20 garnishment, judgment may be entered against the garnishee:

21 **NRS 31.320 Judgment against garnishee on failure to
 22 answer; relief from judgment.**

23 1. If the garnishee has been duly served with the writ of
 24 garnishment and interrogatories, and been paid or tendered the fee
 25 of \$5, and the fact of the payment or tender is duly certified by the
 26 officer who served the writ over the officer's official signature, or
 27 that fact is made to appear by the person serving the writ under
 28 oath, but the garnishee fails, neglects or refuses to answer the
 interrogatories within the time required, the court shall, upon
 application therefor by the plaintiff with at least 5 days' notice of
 the hearing upon the application given to each defendant who has
 appeared in the action, enter judgment in favor of the defendant for
 the use of the plaintiff against the garnishee for:

(a) *The value of the property or amount of money
 specified in the writ of garnishment;* or

(b) If the garnishment is pursuant to NRS 31.291, the
 amount of the lien created pursuant to that section.

2. On motion and upon such terms as are just, the court may
 relieve a garnishee defendant or the garnishee defendant's legal
 representative from any final judgment against the garnishee
 defendant for the same reasons and upon the same terms and
 conditions as provided for by rule of court for relief from a
 judgment or order in civil cases.

[Emphasis added.]

...

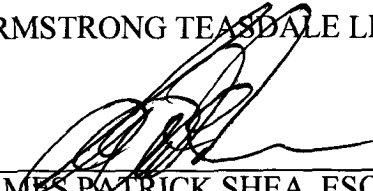
1 The Nevada Supreme Court has held that where a writ of garnishment is properly served and
2 the garnishee fails to answer interrogatories, a court must enter judgment for the garnished amount
3 "in favor of the defendant for use of the plaintiff against the garnishee." *Settelmeyer & Sons v. Smith*
4 & *Harmer*, 124 Nev. 1206, 1214, 197 P.3d 1051, 1056 (2008). In this case, Electro Rent submits
5 that entry of judgment against Longo Properties is consistent with the interests of justice, particularly
6 since it appears that Longo is the sole identified member of that limited liability company.

7 CONCLUSION

8 Based on the foregoing, Electro Rent respectfully requests entry of a judgment, in the form
9 attached as **Exhibit A**, against Longo Properties for the amount specified in the Writ of
10 Garnishment, and for such other relief as this Court deems just and proper.

11 Dated this 27th day of January, 2015.

ARMSTRONG TEASDALE LLP

12
13 
14 JAMES PATRICK SHEA, ESQ.
15 Nevada Bar No. 405
16 SCOTT D. FLEMING, ESQ.
17 Nevada Bar No. 5638
18 3770 Howard Hughes Parkway, Suite 200
19 Las Vegas, Nevada 89169

20
21 *Counsel for Plaintiff, Electro Rent*
22 *Corporation*
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

JAMES PATRICK SHEA, ESQ.
Nevada Bar No. 405
SCOTT D. FLEMING, ESQ.
Nevada Bar No. 5638
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3770 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
Telephone: 702.678.5070
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Email: jshea@armstrongteasdale.com
sfleming@armstrongteasdale.com

Counsel for Plaintiff, Electro Rent Corporation

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ELECTRO RENT CORPORATION,

Plaintiff,

v.

VITO LONGO,

Defendant.

CASE #: 2:11-cv-01817-RFB-NJK

**JUDGMENT AGAINST LONGO
PROPERTIES, LLC**

THIS MATTER having come before the Court pursuant to *Application for Entry of Judgment Against Longo Properties, LLC for Failure to Respond to Writ of Garnishment* (the "Application") by Electro Rent Corporation, ("Plaintiff"). The Court reviewed the pleadings and papers submitted in support of the Application, and it appears garnishee Longo Properties, LLC failed to respond to a properly served Writ of Garnishment. Pursuant to Fed. R. Civ. P. 69(a) and Nev. Rev. Stat. 31.320, Judgment is entered against Longo Properties, LLC as follows:

1. In the amount of \$876,142.93, plus prejudgment interest from the date due, or from the date of service of the Summons and Complaint on Defendant Vito Longo.

2. For an award of reasonable attorneys' fees in the amount of \$5,352.50 and costs in the amount of \$2,615.50 in prosecuting this action.

IT IS HEREBY ORDERED.

DATED: September 1, 2015



RICHARD F. BOULWARE, II
United States District Judge

EXHIBIT B

EXHIBIT B

JEFFREY R. ALBREGTS, ESQ.
Nevada Bar No. 0066
SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912
jalbregts@nevadafirm.com

and

Jeffrey Kurtzman, Esquire
KLEHR | HARRISON | HARVEY |
BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Telephone: (215) 569-4493
Facsimile: (215) 568-6603
jkurtzman@klehr.com

Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

* * *

ELECTRO RENT CORPORATION,

Plaintiff,

vs.

VITO LONGO,

Defendants.

CASE NO: 2:11-cv-01817-PMP-RJJ

DEFAULT JUDGMENT

THIS MATTER having come before the Court pursuant to Plaintiff's Motion for Entry of Default Judgment, and the Court having reviewed the pleadings and papers submitted in support thereof, and defendant Vito Longo having failed to appear in this action or otherwise respond to plaintiff's Complaint, and the time for appearing or responding having duly expired and defendant Vito Longo's Default having been already duly entered herein on December 29, 2011,

1 good cause appearing, Judgment is hereby entered against Defendant Vito Longo, pursuant to
2 FRCP 55(b), as follows:

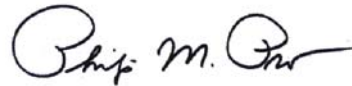
3 1. In the amount of \$876,142.93, plus prejudgment interest from the date due, or
4 from the date of service of the Summons and Complaint on defendant Vito Longo.

5 2. For the imposition of a constructive trust on and/or over any and all assets of
6 defendant Vito Longo, exclusive of attorney's fees and costs, in the amount of \$876,142.93.

7 3. For an award of reasonable attorneys' fees and costs in the amount of \$5,352.50
8 in prosecuting this action. Electro Rent shall file its statement of fees and costs incurred in this
9 action, supporting affidavit and supporting exhibits within fourteen (14) days of entry of this
10 Default Judgment, in accordance with LR 54-16.

11 IT IS HEREBY ORDERED.

12
13
14 DATED __ January 3, 2012.



UNITED STATES DISTRICT JUDGE

EXHIBIT C

EXHIBIT C

JEFFREY R. ALBREGTS, ESQ.
Nevada Bar No. 0066
SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON
400 South Fourth Street, Third Floor
Las Vegas, Nevada 89101
Telephone: 702/791-0308
Facsimile: 702/791-1912
jalbregts@nevadafirm.com
and
Jeffrey Kurtzman, Esquire
KLEHR | HARRISON | HARVEY |
BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Telephone: (215) 569-4493
Facsimile: (215) 568-6603
jkurtzman@klehr.com
Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

* * *

ELECTRO RENT CORPORATION,

Plaintiff,

vs.

VITO LONGO,

Defendants.

CASE NO: 2:11-cv-01817-PMP-RJJ

**ORDER AWARDING
ATTORNEY'S FEES AND COSTS**

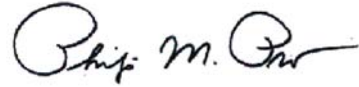
Pursuant to the application of plaintiff and Local Rule 54-16, as well as the Default Judgment already entered by this Court herein on January 3, 2012, good cause appearing, it is hereby

ORDERED, ADJUDGED and DECREED that in addition to the Default Judgment entered herein in favor of plaintiff Electro Rent Corporation against defendant Vito Longo in the amount of \$876,142.93, and the attorney's fees already awarded by this Court to plaintiff in the

1 amount of \$5,352.50 (in paragraph 3 of that Default Judgment) plaintiff is hereby also awarded
2 additional fees and costs in the amount of \$ 2,615.50, for a total judgment and award of
3 attorney's fees and costs in the amount of \$ 7,968.00.

4 IT IS HEREBY ORDERED.

5
6 DATED January 19
7 _____, 2012.



UNITED STATES DISTRICT JUDGE

SANTORO, DRIGGS, WALCH, KEARNEY, HOLLEY & THOMPSON
400 SOUTH FOURTH STREET, THIRD FLOOR, LAS VEGAS, NEVADA 89101
(702) 791-0308 - FAX (702) 791-1912

EXHIBIT D

EXHIBIT D

JAMES PATRICK SHEA, ESQ.
Nevada Bar No. 405
SCOTT D. FLEMING, ESQ.
Nevada Bar No. 5638
ARMSTRONG TEASDALE LLP
3770 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
Telephone: 702.678.5070
Facsimile: 702.878.9995
Email: jshea@armstrongteasdale.com
sfleming@armstrongteasdale.com

Counsel for Plaintiff, Electro Rent Corporation

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ELECTRO RENT CORPORATION,

Plaintiff,

v.

VITO LONGO,

Defendant.

Case No. 2:11-cv-01817-PMP-RJJ

WRIT OF GARNISHMENT

THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF TO:

LONGO PROPERTIES, LLC (Garnishee)
c/o VITO ANTHONY LONGO, Manager
8230 Windsor Crest Court
Las Vegas, NV 89123

You are hereby notified that you are attached as garnishee in the above entitled action and you are commanded not to pay any debt from yourself to VITO LONGO, ("Defendant"), and that you must retain possession and control of all personal property, money, credits, debts, effects and chooses in action of said Defendant in order that the same may be dealt with according to law. Where such property consists of wages, salaries, commissions or bonuses the amount you shall retain shall be in accordance with 15 U.S. Code 1673 and Nevada Revised Statutes 31.295. Plaintiff, Electro Rent Corporation, believes that you have property, money, credits, debts, effects and chooses in action in your hands and under our custody and control belonging to said Defendant.

YOU ARE REQUIRED within 20 days from the date of service of this Writ of Garnishment

1 to answer the interrogatories set forth herein and to return your answers to the office of the U.S.
2 Marshal which served the Writ of Garnishment. In case of your failure to answer the interrogatories
3 within 20 days, a Judgment by Default in the amount due the Plaintiff may be entered against you.

4 IF YOUR ANSWERS TO the interrogatories indicate that you are the employer of the
5 Defendant(s), this Writ of Garnishment shall be deemed to CONTINUE FOR 120 DAYS or until
6 the amount demanded in the attached Writ of Execution is satisfied.

7 YOU ARE FURTHER DIRECTED to forward all funds due to the Plaintiff each payday in
8 the future, UP TO 120 DAYS, less any amount which is exempt and less \$3.00 per pay period not
9 to exceed \$12.00 per month which you may retain as a fee for compliance. The \$3.00 fee does not
10 apply to the first pay period covered by this Writ.

11 YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of
12 Garnishment on Plaintiff's attorney whose address appears below.

13 LANCE S. WILSON

14 CLERK

Lance S. Wilson

15 (By) DEPUTY CLERK



12/16/2014

DATE

16 Respectfully Submitted By:

17 ARMSTRONG TEASDALE LLP

18 By: /s/ Scott D. Fleming

19 JAMES PATRICK SHEA, ESQ.

20 SCOTT D. FLEMING, ESQ.

3770 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

21 Telephone: 702.678.5070

22 Facsimile: 702.878.9995

Attorneys for Plaintiff

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The undersigned, being duly sworn, states that I received the within WRIT OF GARNISHMENT on the ____ day of _____, 2014 and personally served the same on the ____ day of _____, 2014 by showing the original WRIT OF GARNISHMENT, informing of the contents and delivering and leaving a copy, along with the statutory fee of \$5.00, with _____ at _____, County of Clark, State of Nevada.

By: _____
Title _____

INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH

1. Are you in any manner indebted to the Defendant, VITO LONGO, either in property or money, and is the debt now due? If not due, when is the debt to become due? State fully all particulars:

ANSWER: _____

2. Are you an employee of one of the Defendant(s)? If so, state the length of your pay period and the amount each Defendant presently earns during a pay period.

ANSWER: _____

3. Did you have in your possession, in your charge or under your control, on the date the WRIT OF GARNISHMENT was served upon you any money, property, effects, goods, chattels, rights, credits or choses in the action of the Defendant(s), or either of them, or in which Defendant is interested? If so, state its value and state fully all particulars.

ANSWER: _____

4. Do you know any debts owing to the Defendants, whether due or not due, or any money, property, effects, goods, chattels, rights or credits or choses in action, belonging to the Defendant(s), or either of them, or in which Defendant is interested, and now in possession or under the control of others? If so, state particulars.

ANSWER: _____

5. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

ANSWER: _____

6. NOTE: If an employer, without legal justification, refuses to withhold the earnings of a Defendant demanded in a WRIT OF GARNISHMENT or knowingly misrepresents the earnings of the Defendant, the Court shall order the employer to pay the Plaintiff the amount of arrearages caused by the employer's refusal to withhold or his misrepresentation of the Defendant's earnings. In addition, the Court may order the employer to pay the Plaintiff punitive damages in an amount not to exceed \$1,000 for each pay period in which the

...

1 employer has, without legal justification, refused to withhold the Defendant's earnings or
2 has misrepresented the earnings.

3
4 STATE OF NEVADA)
5) ss.
6 COUNTY OF CLARK)
7

Garnishee

7 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is
8 true and correct.

9 EXECUTED this _____ day of _____, 2014.

10
11 _____
12 Garnishee

13 SUBSCRIBED AND SWORN to before me this

14 _____ Day of _____, 2014

15
16 _____
Notary Public
17
18
19
20
21
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23
24
25
26
27
28

EXHIBIT E

EXHIBIT E

UNITED STATES DISTRICT COURT

DEC 18 2014

DISTRICT OF NEVADA

INSTRUCTIONS TO THE CONSTABLE

**Name: Plaintiff, Electro Rent Corporation
c/o Scott D. Fleming, Esq.
ARMSTRONG TEASDALE LLP
3770 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
Tel: (702) 678-5070**

Case No.: 2:11-cv-01817-PMP-RJJ

ELECTRO RENT CORPORATION,

Plaintiff,

vs.

VITO LONGO.

Defendants.

PRINT NAME Vitellongo

X.  SIGNATURE

X _____
JOB TITLE

YOU ARE HEREBY INSTRUCTED TO SERVE THE WRIT OF EXECUTION AND WRIT OF GARNISHMENT ON THE FOLLOWING:

LONGO PROPERTIES, LLC (Garnishee)
c/o VITO ANTHONY LONGO, Manager
8230 Windsor Crest Court
Las Vegas, NV 89123

SERVED

You must serve Vito Anthony Longo personally. The gate code for the address is 3309. Mr. Longo is home in the evenings.


**YOU ARE FURTHER INSTRUCTED TO MAIL THE NOTICE OF EXECUTION TO THE
DEFENDANT AT THE FOLLOWING LAST KNOWN ADDRESSES:**

VITO ANTHONY LONGO
8230 Windsor Crest Court
Las Vegas, NV 89123

49 JAN 1967

Figure 1

1346


Signature of Attorney for Plaintiff
Scott D. Fleming, Esq.
Nevada Bar No. 5638
Tel: (702) 678-5070

LVTC# 41361

ck

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The undersigned, being duly sworn, states that I received the within WRIT OF
GARNISHMENT on the 18 day of DECEMBER, 2014 and personally served the same
on the 30 day of DECEMBER, 2014 by showing the original WRIT OF
GARNISHMENT, informing of the contents and delivering and leaving a copy, along with the
statutory fee of \$5.00, with VITO LONGO at
8230 WINDSON CREST, County of Clark, State of Nevada. (912)
cmt

By: 

Title

EXHIBIT F

EXHIBIT F

**Armstrong
Teasdale**

7700 Forsyth Boulevard, Suite 1800

St. Louis, MO 63105

Tel: 314-621-5070

Cass Commercial Bank
St. Louis, MO
4-60/810

Date: November 26, 2014

Cass Bank-New Operating

Pay:

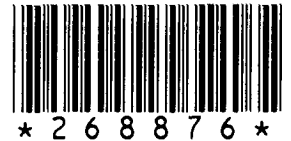
Five and 00/100***** \$ ***5.00

TO THE
ORDER
OF:**Longo Properties**VOID AFTER 6 MONTHS
Any Check Over \$2,000.00 Requires Two Signatures

⑈ 3 2 5 6 0 5 ⑈ ⑆ 0 8 1 0 0 0 6 0 5 ⑆ 4 0 0 ⑈ 5 2 0 3 6 ⑈

**Armstrong
Teasdale**

Questions about your account?

Contact us at:
accountinginfo@ArmstrongTeasdale.com or
314.719.8270

Payee: Longo Properties

Vendor ID: 44387

Req # 268876

Check #: 325605

Check Date: 11/26/2014

Invoice Date	Invoice Num	Reference	Invoice Narrative	Invoice Amount	Payment Amount
11/26/2014	WRIT_FEE_11/26/14			5.00	5.00
Totals:				5.00	5.00